

Appl. No. 09/641,535
Reply dated January 30, 2004
Reply to Office Action mailed July 31, 2003
Attorney Docket No. 2101785-991100

REMARKS

Claims 1- 51 are pending. Claim 1, 3, 10, 16, 21, 27, 29, 32, 36, 40, 42, 47 and 49 have been amended, Claims 13, 18, 20, 24, 28, 37 and 48 have been cancelled and no claims have been newly added. Reconsideration is respectfully requested.

Change of Address

Please note that the attorneys of record have moved to a new office that is associated with Customer Number 26379. Please direct all future correspondence for this application to:

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PTO 1449 FORM

Applicant notes on the PTO 1449 form that the Examiner initialed the US patents cited, but did not initial the European patents or the other documents noted in the PTO 1449 form. Applicant is resubmitting these documents in an Information Disclosure Statement with this RCE to ensure that they have been considered by the Examiner.

PRIOR ART REJECTIONS

In response to the Examiner rejection of Claims 1-7, 10- 44 and 47- 50 under 35 USC 103 as being unpatentable over U.S. Patent No. 5,925,127 to Ahmad (hereinafter “Ahmad”) in view of U.S. Patent No. 5,953,005 to Liu (hereinafter “Liu”) and Claims 8-9 and 45-6 under 35 USC 103 as being unpatentable over Ahmad in view of U.S. Patent No. 6,327,579 to Crawford (hereinafter “Crawford”), Applicant respectfully traverses the rejections. In particular, the prior art cited by the Examiner does not render the current claims of the patent obvious for the reasons set forth below. Therefore, early allowance of the claims is respectfully requested.

Claims 1, 10, 16, 21, 27, 32, 36, 42 and 47

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The Examiner has rejected these claims as being obvious over Ahmad in view of Liu. The combination of Ahmad and Liu does not disclose or suggest every claim element. In particular, these claims recite "initially downloading the main executable file of the rental software program to begin execution of the rental software program", "automatically requesting one or more optional files contained in the rental software program in order to continue execution of the rental software program using the optional files", and "a process manager means further comprising means for creating and running a process corresponding to the main executable file, means for suspending the process if the process requests one or more optional files, and means for re-starting the process if said process manager means receives the one or more optional files from said server computer system" which are not shown or suggested by Ahmad and Liu.

Each claim recites "a process manager means further comprising means for creating and running a process corresponding to the main executable file, means for suspending the process if the process requests one or more optional files, and means for re-starting the process if said process manager means receives the one or more optional files from said server computer system" which is not shown or suggested by Ahmad or Liu.

In his final rejection of these claims, the Examiner found the claimed process manager to be located in Ahmad. See Final Office action, page 4. Applicant agrees with the Examiner that the process manager is not contained in Liu. In Ahmad, the claimed rental software package consists of a program module 100, such as Word, a software monitor 140 and a CICO module 120. See Figure 4; Col. 9, line 64- Col. 10, line 2; Col. 11, lines 4-8; Col. 9, lines 38-44; and Col. 9, lines 58-62. In Ahmad, the CICO module is downloaded each time that a program module is rented or renewed. See Col. 10, lines 32-4. In some situations, the CICO module is deleted after the licensing information has been pulled from the module. See Col. 10, lines 62-7.

The Examiner states that the "software monitor" is clearly a "process manager". See Final Office Action page 4. The Examiner is incorrect. To be the claimed process manager, the software monitor must 1) create and run a process corresponding to the main executable file; 2) suspend the process if the process requests one or more optional files; and 3) re-start the process if said process manager means receives the one or more optional files from said server computer system. The software monitor does not perform these claimed functions. First, the software monitor does not "create" and "run" a process corresponding to the main executable file. In Ahmad, the software monitor and the program module are separate pieces of software and the software monitor runs during the execution of the program module. See Ahmad Col. 11, lines 14-26. Second, the software

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monitor does not "suspend the process if the process requests one or more optional files". Assuming that the Examiner considers the program module to be the claimed process, in Ahmad, the program module execution would need to be suspended to meet this feature of the claims. However, the software monitor of Ahmad does not suspend the program module at any time. The Examiner has asserted that the software monitor suspends the program module while the authorization is being retrieved. However, in Ahmad, the authorization is retrieved (using the CICO module) before the program module is executed. See Col. 10, lines 35-49 and Col. 11, lines 18-26. Thus, the program module in Ahmad (corresponding to the claimed process) is never suspended as recited in the claims. Third, the software monitor does not "re-start the process if said process manager means receives the one or more optional files from said server computer system" for at least the same reasons as set forth above. Therefore, the software module does not perform the claimed functions of the process module and the claims are allowable over Ahmad.

Furthermore, each claim recites "initially downloading the main executable file of the rental software program to begin execution of the rental software program" and "automatically requesting one or more optional files contained in the rental software program in order to continue execution of the rental software program using the optional files" which is not shown or suggested by Ahmad or Liu. The Examiner has admitted that Ahmad does not disclose the automatic request of optional files. See Final Office Action, pages 5-6. Furthermore, Liu does not disclose the "rental software program" that is composed of the main executable file and the optional files. At most, Liu discloses multiple applets that may be downloaded to a user. For example, in Liu, there may be a primary Javaoke applet that provides the user with a user interface to choose a song. See Liu, Col. 3, lines 23-31. Liu also permits additional applets with new songs/multimedia content to be executed on the user's computer. See Liu Col. 3, lines 31-4. In Liu, each applet is a separate software program executed on the computer. The multiple applets in Liu are not the claimed main executable file and the optional files in that each applet in Liu is separate. For the foregoing reasons, it is respectfully submitted that the claims are in an allowable form, and action to that end is respectfully requested.

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Respectfully submitted,



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